



## Pullman Leasing Company

200 South Michigan Avenue  
Chicago, Illinois 60604  
(312) 322-7070

October 22, 1986

Interstate Commerce Commission  
Office of Recordation  
Room 2303  
12th & Constitution Avenue  
Washington, D.C. 20423

RECORDATION NO. 7970-L Filed & Recorded

OCT 29 1985 11:35 AM

INTERSTATE COMMERCE COMMISSION

Re: Filing  
Supplemental Agreement  
Equipment Trust Agreement  
Dated as of July 15, 1985  
Equipment Trust Agreement  
Dated as of June 15, 1975  
(Series 6)

10/29/86  
10.00  
ICC Washington, D. C.

Gentlemen:

Enclosed for recording under Section 49 U.S.C. 11303 are three executed counterparts of the Supplemental Agreement (hereinafter referred to as the "Supplement") dated as of August 1, 1986 to the Equipment Trust Agreement (hereinafter referred to as the "Agreement") dated as of June 15, 1975 between The First National Bank of Chicago, as Trustee (hereinafter referred to as the "Trustee") and Pullman Transport Leasing Company. The Agreement was filed with the Commission on June 20, 1975 and was assigned Recordation Number 7970.

The Agreement has been amended from time to time by Supplemental Agreements which have been filed with the Commission. The most recent Supplemental Agreement dated as of July 15, 1985 was filed with the Commission on August 15, 1985, and was assigned Recordation No. 7970-L.

Under the Agreement, the Trustee leases the Trust Equipment described therein to the Company.

The Supplement was entered into by Signal Capital Corporation, formerly known as Pullman Leasing Company, Pullman Rail Leasing Inc., formerly known as Pullman Transport Leasing Company, and the Trustee for the purpose of deleting from the Agreement units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed, and to substitute therefore other units of equipment.

I am also enclosing a check payable to the order of the Interstate Commerce Commission in the amount of \$10.00 as the fee for recording the Supplement.

*Enclosed for recording*

*C. D. [Signature]*

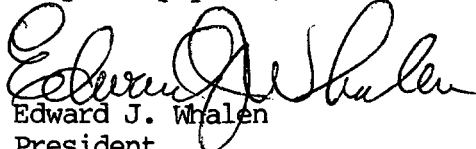


ICC- Office of Recordation  
October 22, 1986  
Page Two

Pursuant to the Commission's rules and regulations for recording of certain documents under Section 49 U.S.C 11303, please duly file one of the enclosed counterparts for record in your office and return the remaining copies, together with the Certificate of Recording, to the messenger making this delivery.

If you have any questions concerning this request, please call me collect.

Very truly yours,

  
Edward J. Whalen  
President

EJW/pn  
Enclosures

Interstate Commerce Commission

Washington, D.C. 20423

OFFICE OF THE SECRETARY

10/29/86

Edward J. Whalen  
President  
Pullman Leasing Company  
200 South Michigan Ave.  
Chicago, Illinois 60604

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/29/86 at 11:35am , and assigned re-recording number(s). 7970-M

Sincerely yours,

*Noreta R. McGee*  
Secretary

Enclosure(s)

SE-30  
(7/79)

RECORDATION NO. 7970-Em Filed & Recorded

OCT 29 1985 11-35 AM

INTERSTATE COMMERCE COMMISSION

EXECUTED IN 6 COUNTERPARTS

COUNTERPART NO. 1

PULLMAN TRANSPORT LEASING COMPANY

EQUIPMENT TRUST

(Series 6)

SUPPLEMENTAL AGREEMENT NO. 12

Dated as of August 1, 1986

TO

THE EQUIPMENT TRUST AGREEMENT

Dated as of June 15, 1975

BY AND BETWEEN

The First National Bank of Chicago  
Trustee

AND

Pullman Transport Leasing Company  
(Presently known as Pullman Rail Leasing Inc.)

WHEREAS, pursuant to the provisions of Section 12.01 of the Equipment Trust Agreement, the Equipment Trust Agreement heretofore has been supplemented by Supplemental Agreement No. 1 dated as of January 20, 1976; Supplemental Agreement No. 2 dated as of June 15, 1976; Supplemental Agreement No. 3 dated as of January 1, 1979; Supplemental Agreement No. 4 dated as of November 15, 1979; Supplemental Agreement No. 5 dated as of January 15, 1980; Supplemental Agreement dated as of February 26, 1981; Supplemental Agreement No. 6 dated as of May 15, 1981; Supplemental Agreement No. 7 dated as of August 14, 1982; Supplemental Agreement No. 8 dated as of December 1, 1982; Supplemental Agreement No. 9 dated as of August 1, 1983; Supplemental Agreement No. 10 dated as of March 15, 1984; and Supplemental Agreement No. 11 dated as of July 15, 1985; and

WHEREAS, the Trustee, the Company and SCC desire to enter into the Supplemental Agreement to permit such substitution of units of Equipment for the units of Trust Equipment which heretofore have become worn out, unsuitable for use, lost or destroyed.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Trustee, the Company and SCC agree as follows:

1. Attached hereto as Schedule A is a list of units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed since December 31, 1984. Each of such units of Trust Equipment is hereby deleted from Schedule A to the Equipment Trust Agreement.
2. Attached hereto as Schedule B is a list of units of Equipment which are to be conveyed by the Company to the Trustee in accordance with Section 5.06 of the Equipment Trust Agreement in substitution for the units of Trust Equipment listed in Schedule A hereto. Upon such conveyance by the Company, such units of Equipment shall be substituted for units of Trust Equipment listed in Schedule A hereto and shall become Trust Equipment.
3. The Equipment Trust Agreement, as further amended by the Supplemental Agreement, shall continue in full force and effect.

IN WITNESS WHEREOF, the Trustee, the Company and SCC have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

Attest:

R. Tarnas  
R. Tarnas Trust Officer

The First National Bank  
of Chicago, as Trustee

By: R. D. Manella  
R. D. Manella VICE PRESIDENT

Attest:

Allesandro M. Pellegrino  
Assistant Secretary

Signal Capital Corporation

By: Peter B. Burt  
Vice President

Attest:

David R. Wood  
Assistant Secretary

Pullman Rail Leasing Inc.

By: Edmund J. Whalen  
President

STATE OF NEW HAMPSHIRE )  
 ) SS  
COUNTY OF ROCKINGHAM )

I, Darlene Towle, a Notary Public in and for such County and State, do hereby certify that Peter B. White, personally known to me to be a Vice President of Signal Capital Corporation, a Delaware corporation, and Allison Pellegrino, personally known to me to be an Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing Supplemental Agreement appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28<sup>th</sup> day of August, 1986.

Darlene L. Towle  
Notary Public

My commission expires 2/8/89

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, BARBARA JANOWIAK, a Notary Public in and for such County and State, do hereby certify that Edward J. Whalen, personally known to me to be President of Pullman Rail Leasing Inc., a Delaware corporation, and David R. Wood, personally known to me to be an Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing Supplemental Agreement appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of August, 1986.

Barbara Janowiak  
Notary Public

My commission expires

Dec. 27, 1987

STATE OF ILLINOIS    )  
                              ) SS  
COUNTY OF COOK        )

I, M. Rush, a Notary Public in and for such county and state, do hereby certify that R. D. Manella, personally known to me to be VICE PRESIDENT of The First National Bank of Chicago, and R. Tarnas, personally known to me to be Trust Officer, of said Bank, and personally known to me to be the same persons whose names are subscribed to the foregoing Supplemental Agreement, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as VICE PRESIDENT and Trust Officer of said Bank and caused the seal of said Bank to be affixed thereto, pursuant to authority as their free and voluntary act and as the free and voluntary act and deed of said Bank, for uses and purposes therein set forth.

Given under my hand and notarial seal this 8th day of October, 1986.

  
\_\_\_\_\_  
Notary Public

M. RUSH, NOTARY PUBLIC  
MY COMMISSION EXPIRES JUNE 5, 1989

SCHEDULE A  
EQUIPMENT TRUST AGREEMENT  
DATED AS OF JUNE 15, 1975  
(Series 6)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Fair Value*</u>	<u>Equipment first put into use no later than</u>
1	4750 cu. ft., 100-ton capacity covered hopper car	PTLX 14214	\$ 22,042.19	7/74
1	4750 cu. ft., 100-ton capacity covered hopper car	PTLX 14318	24,250.03	7/74
<u>1</u>	20,800 gal. capacity tank car	PTLX 220124	<u>42,477.61</u>	7/75
<u>3</u>			<u>\$ 88,769.83</u>	

\*The fair value of the Trust Equipment which is set forth above is the actual fair value thereof which is greater than the cost thereof certified to the Trustee less an amount equal to 4.5% of such cost for each full period of one year elapsed between the date such unit was first put in use as certified to the Trustee and the date as of which fair value is to be determined.



SCHEDULE B  
EQUIPMENT TRUST AGREEMENT  
DATED AS OF JUNE 15, 1975  
(Series 6)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Original Cost</u>	<u>Fair Value*</u>	<u>Equipment first put into use no later than</u>
1	14,500 gal. capacity tank car	TLDX 114020	\$ 27,822.00	\$ 11,379.20	12/69
1	" "	TLDX 114021	28,180.00	11,525.62	12/69
1	" "	TLDX 114023	29,455.00	12,047.10	12/69
1	" "	TLDX 114024	29,705.00	12,149.34	12/69
1	" "	TLDX 114025	28,355.00	11,597.20	12/69
1	" "	TLDX 114026	27,577.00	11,278.99	12/69
1	" "	TLDX 114027	28,705.00	11,740.34	12/69
<u>1</u>	" "	TLDX 114028	<u>24,765.00</u>	<u>10,128.88</u>	<u>12/69</u>
<u>8</u>	Total		<u>\$224,564.00</u>	<u>\$ 91,846.67</u>	

\*The fair value of the Equipment which is set forth above is the value thereof as of the date of the transfer thereof to the Trustee as determined in accordance with the Code of Rules Governing the Condition of and Repairs to Freight and Passenger Cars for the Interchange of Traffic, adopted by the Association of American Railroads, Operations and Maintenance Department, Mechanical Division, as in effect at the time in question which is equal to (i) the depreciated book value on the books of Pullman Leasing Company, as of the date of transfer thereof to the Trustee and (ii) the cost thereof, less an amount equal to 3.6% of such cost for each full period of one year elapsed between the date such unit was first put in use, and the date of the transfer thereof to the Trustee and which is less than the actual fair value thereof to Pullman Leasing Company.